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DECLARATION FOR UTILITY PATENT APPLICATION

AS A BELOW-NAMED INVENTOR, I HEREBY DECLARE THAT:

My residence, post office address, and citizenship are as stated below next to my name.

I believe I am the original, first and joint inventor of the subject matter which is claimed and for which a patent is sought on the invention entitled: Time-based modeling, the specification of which is attached hereto unless the following box is checked:

☐ was filed on * as United States Application Serial No. or PCT International Application No. * and was amended on * (if applicable).

I HEREBY STATE THAT I HAVE REVIEWED AND UNDERSTAND THE CONTENTS OF THE ABOVE-IDENTIFIED SPECIFICATION, INCLUDING THE CLAIMS, AS AMENDED BY ANY AMENDMENT REFERRED TO ABOVE.

I acknowledge the duty to disclose information which is material to the patentability as defined in 37 C.F.R. § 1.56.

I hereby claim foreign priority benefits under 35 U.S.C. § 119(a)-(d) or § 365(b) of any foreign application(s) for patent or inventor's certificate, or § 365(a) of any PCT International application which designated at least one country other than the United States listed below and have also identified below, by checking the box, any foreign application for patent or inventor's certificate, or PCT International application having a filing date before that of the application on which priority is claimed:

Application No.	Country	Date of Filing (day/month/year)	Priority Claimed?
*			<input type="checkbox"/> Yes <input type="checkbox"/> No

I hereby claim benefit under 35 U.S.C. § 119(e) of any United States provisional application(s) listed below:

Application Serial No.	Filing Date
*	

I hereby claim the benefit under 35 U.S.C. § 120 of any United States application(s), or § 365(c) of any PCT International application designating the United States, listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States or PCT International application in the manner provided by the first paragraph of 35 U.S.C. § 112, I acknowledge the duty to disclose information which is material to patentability as defined in 37 C.F.R. § 1.56 which became available between the filing date of the prior application and the national or PCT International filing date of this application.

Application Serial No.	Filing Date	Status
*		<input type="checkbox"/> Patented <input type="checkbox"/> Pending <input type="checkbox"/> Abandoned

I hereby appoint the following attorneys and agents to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith:

Thomas E. Ciotti (Reg No. 21,013)	Kate H. Murashige (Reg No. 29,959)
Gladys H. Monroy (Reg No. 32,430)	Debra A. Shetka (Reg No. 33,309)
E. Thomas Wheelock (Reg No. 28,825)	Susan K. Lehnhardt (Reg No. 33,943)
Shmuel Livnat (Reg No. 33,949)	Tyler Dylan (Reg No. 37,612)
Antoinette F. Konski (Reg No. 34,202)	Harry J. Macey (Reg No. 32,818)
David C. Lundmark (Reg No. P-42,815)	Robert Saltzberg (Reg No. 36,910)
Mani Adeli (Reg No. 39,585)	Catherine M. Polizzi (Reg No. 40,130)
Sean Brennan (Reg No. 39,917)	J. Michael Schiff (Reg No. 40,253)
Robert K. Cerpa (Reg No. 39,933)	Lee K. Tan (Reg No. 39,447)
Alan W. Cannon (Reg No. 34,977)	Madeline I. Johnston (Reg No. 36,174)
Dahna S. Pasternak (Reg No. 41,411)	Stephen C. Durant (Reg No. 31,506)
Frank Wu (Reg No. 41,386)	Hector Gallegos (Reg No. 40,614)
Barry E. Bretschneider (Reg No. 28,055)	Charles D. Holland (Reg No. 35,196)
Mark R. Carter (Reg No. 39,131)	Michael Hetherington (Reg No. 32,357)
E. Victor Donahue (Reg No. 35,492)	Thomas D. Mays (Reg No. 34,524)
Thomas G. Wiseman (Reg No. 35,046)	Wen Liu (Reg No. 32,822)
Ararat Kapouytian (Reg No. 40,044)	Cindy S. Kaplan (Reg No. 40,043)
Nicholas Buffinger (Reg No. 39,124)	Richard D. Jordan (Reg No. 33,519)
Paula A. Borden (Reg No. 42,344)	Niki D. Cox (Reg No. 42,446)
Jung-Hua Kuo (Reg No. 41,918)	William C. Revelos (Reg No. P-42,101)
Raj S. Davé (Reg No. P-42,465)	Sean M. Fitzgerald (Reg No. 42,537)
Erwin J. Basinski (Reg No 34,773)	

Please direct all communications to:

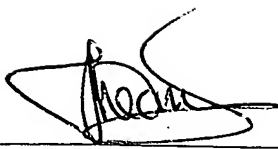
Erwin J. Basinski
Morrison & Foerster LLP
425 Market Street
San Francisco, California 94105-2482

Please direct all telephone calls to Erwin J. Basinski at (415) 268-7144.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under § 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

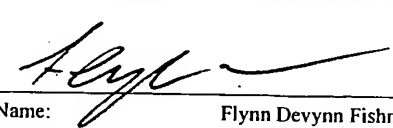
22/10/98

Date


Name: Jonathan Michael Freidman
Residence: UK
Citizenship: UK
Post Office Address: 37 Evelyn Road, Dunstable, Bedfordshire LU5 4NG, United Kingdom

22-Oct-98

Date


Name: Flynn Devynn Fishman
Residence: UK
Citizenship: Canadian
Post Office Address: Flat No. 1, Albany Mews, Barnesbury Park, Islington, London N1 1HH, United Kingdom

09182101.102798

PATENT
Docket No. 410862000100

CERTIFICATE OF MAILING BY "EXPRESS MAIL"

Express Mail Label No.: EM037015034US

Date of Deposit: October 27, 1998

I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 C.F.R. § 1.10 on the date indicated above and is addressed to: Assistant Commissioner for Patents, Washington, D.C. 20231.

[Signature] 10/27/98
Joseph R. Bischoff

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In the application of:

Friedman, et al.

Serial No.: _____

Filing Date: October 27, 1998

For: TIME-BASED MODELING

Examiner: Unassigned

Group Art Unit: *

**REVOCATION OF PRIOR POWER OF ATTORNEY AND
POWER OF ATTORNEY AND PROSECUTION BY ASSIGNEE
UNDER 37 C.F.R. § 3.71**

Assistant Commissioner for Patents
Washington, D.C. 20231

Dear Sir:

Brixx Limited, the assignee of the entire right, title and interest in this patent application, hereby revoke all Powers of Attorney previously granted relating to this application and appoint as its attorneys or agents, with full power of substitution, association, and revocation, to prosecute this application and to transact all business in the United States Patent and Trademark Office connected herewith:

Mani Adeli (Reg No. 39,585)
Paula A. Borden (Reg No. 42,344)
Barry E. Bretschneider (Reg No. 28,055)
Alan W. Cannon (Reg No. 34,977)
Robert K. Ccrpa (Reg No. 39,933)
Niki D. Cox (Reg No. 42,446)
E. Victor Donahue (Reg No. 35,492)
Tyler Dylan (Reg No. 37,612)

Erwin J. Basinski (Reg No. 34,773)
Sean Brennan (Reg No. 39,917)
Nicholas Buffinger (Reg No. 39,124)
Mark R. Carter (Reg No. 39,131)
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Hector Gallegos (Reg No. 40,614)
 Charles D. Holland (Reg No. 35,196)
 Richard D. Jordan (Reg No. 33,519)
 Ararat Kapouytian (Reg No. 40,044)
 Jung-Hua Kuo (Reg No. 41,918)
 Wen Liu (Reg No. 32,822)
 David C. Lundmark (Reg No. 42,815)
 Thomas D. Mays (Reg No. 34,524)
 Kate H. Murashige (Reg No. 29,959)
 Catherine M. Polizzi (Reg No. 40,130)
 Robert Saltzberg (Reg No. 36,910)
 Debra A. Shetka (Reg No. 33,309)
 E. Thomas Wheelock (Reg No. 28,825)
 Frank Wu (Reg No. 41,386)

Douglas Hodder (Reg No. 41,840)
 Madeline I. Johnston (Reg No. 36,174)
 Cindy S. Kaplan (Reg No. 40,043)
 Antoinette F. Konski (Reg No. 34,202)
 Susan K. Lehnhardt (Reg No. 33,943)
 Shmuel Livnat (Reg No. 33,949)
 Harry J. Macey (Reg No. 32,818)
 Gladys H. Monroy (Reg No. 32,430)
 Dahna S. Pasternak (Reg No. 41,411)
 William C. Revelos (Reg No. 42,101)
 J. Michael Schiff (Reg No. 40,253)
 Lee K. Tan (Reg No. 39,447)
 Thomas G. Wiseman (Reg No. 35,046)

all of Morrison & Foerster LLP, 425 Market Street, San Francisco, California 94105-2482,
 telephone: (415) 268-7000, said appointment to be to the exclusion of the inventors and their
 attorneys in accordance with the provisions of 37 C.F.R. § 3.71.

Please direct all communications relative to this application to:

Erwin J. Basinski, Esq.
 Morrison & Foerster LLP
 425 Market Street
 San Francisco, California 94105-2482

Please direct all telephone communications to Erwin J. Basinski at (415) 268-7144.

BRILXX LIMITED
 a United Kingdom corporation

Dated: October 27, 1998



Name: Jonathan Michael Friedman
 Title: Director
 Address: 52 Upper Street, Islington, London N1
 0QH, United Kingdom

Applicant/Patentee: *
Serial No./Patent No.: *
Filed on/Issued: *
For: Time-based modeling

Docket No.: 41086
Client Reference: 2000100

VERIFIED STATEMENT CLAIMING SMALLENTITY STATUS
37 C.F.R. §§ 1.9(d) AND 1.27(e) — SMALL BUSINESS CONCERN

I hereby declare that I am

- ☒ the owner of the small business concern identified below:
☐ an official of the small business concern empowered to act on behalf of the concern identified below:

NAME OF CONCERN: Brix Limited

ADDRESS OF CONCERN: 52 Upper Street, Islington, London N1 0QH, United Kingdom

I hereby declare that the above identified small business concern qualifies as a small business concern as defined in 13 C.F.R. § 121.12, and reproduced in 37 C.F.R. § 1.9(d), for purposes of paying reduced fees to the United States Patent and Trademark Office, in that the number of employees of the concern, including those of its affiliates, does not exceed 500 persons. For purposes of this statement, (1) the number of employees of the business concern is the average over the previous fiscal year of the concern of the persons employed on a full-time, part-time or temporary basis during each of the pay periods of the fiscal year, and (2) concerns are affiliates of each other when either, directly or indirectly, one concern controls or has the power to control the other, or a third party or parties controls or has the power to control both.

I hereby declare that rights under contract or law have been conveyed to and remain with the small business concern identified above with regard to the invention, entitled Time-based modeling by inventor(s) Jonathan Michael Friedman and Flynn Devyn Fishman described in

- ☒ the specification filed herewith with title as listed above.
☐ the application identified above.
☐ the patent identified above.

If the rights held by the above identified business concern are not exclusive, each individual, concern or organization having rights in the invention must file separate verified statements averring to their status as small entities, and no rights to the invention are held by any person, other than the inventor, who would not qualify as an independent inventor under 37 C.F.R. § 1.9(c) if that person made the invention, or by any concern which would not qualify as a small business concern under 37 C.F.R. § 1.9(d), or a nonprofit organization under 37 C.F.R. § 1.9(e).

Each person, concern or organization having any rights in the invention is listed below:

- ☐ no such person, concern, or organization exists.
☒ each such person, concern or organization is listed below.

NAME	ADDRESS	TYPE
Brix Limited	52 Upper Street, Islington, London, N1 0QH, United Kingdom	<input type="checkbox"/> Individual <input checked="" type="checkbox"/> Small Business Concern <input type="checkbox"/> Nonprofit Organization

Separate verified statements are required from each named person, concern or organization having rights in the invention averring to their status as small entities (37 C.F.R. § 1.27).

I acknowledge the duty to file, in this application or patent, notification or any change in status resulting in loss of entitlement to small entity status prior to paying, or at the time of paying, the earliest of the issue fee or any maintenance fee due after the date on which status as a small entity is no longer appropriate. (37 C.F.R. § 1.28(b))

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application, any patent issuing thereon, or any patent to which this verified statement is directed.

NAME OF PERSON SIGNING: JONATHAN MICHAEL FRIEDMAN
TITLE OF PERSON IF OTHER THAN OWNER: *
ADDRESS OF PERSON SIGNING: 37 Evelyn Road, Dunstable, Bedfordshire LU5 4NG, United Kingdom

SIGNATURE: 

DATE: 27/OCT/1998

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicants: FRIEDMAN, Jonathan M. et al.

Appl. No. 10/047,679

Examiner: Samuel Broda

Filed Jan. 14, 2002

Art Unit: 2123

Title TIME-BASED MODELING

Attorney Docket No. GFR041US

REVOCATION AND SUBSTITUTION OF POWER OF ATTORNEY

Commissioner for Patents
Washington, D.C. 20231

Sir:

The owner of the above-identified patent application revokes all previous powers of attorney and appoints Paul Grandinetti, Reg. No. 30,754, James L. Lewis, Reg. No. 24,732, and Carrie R. Grandinetti, Reg. No. P55,800, its attorneys to prosecute the application, to transact all business in the U.S. Patent and Trademark Office connected therewith, to receive all patents which may issue thereon, to prosecute any reissue or re-examination application, to receive all patents which may issue thereon, and to pay maintenance fees. This Power of Attorney includes a full power of appointment and full power to substitute an associate attorney or agent.

All further correspondence regarding this patent application, including notices of maintenance fees, should be forwarded to:

Mr. Paul Grandinetti
Levy & Grandinetti
Suite 1108
1725 K Street, N.W.
Washington, D.C. 20006-1423
Telephone (202) 429-4560

Respectfully submitted,

Date 1/4/04


Name: Brian Buxton
Title: Director
Brixx Technologies Limited

21st

(1)

- and -

(2)

**DEED OF ASSIGNMENT OF CERTAIN ASSETS OF
PLANNING OBJECTS LIMITED**

MATTHEW ARNOLD & BALDWIN
21 Station Road
Watford
Hertfordshire
WD17 1HT

Tel: 01923 202020
Fax: 01923 215003
Ref: AB/31636.3
email: Insolvency@mablaw.co.uk

21st
THIS DEED is made on 21st May 2002;

BETWEEN:-

- (1) **BROOK LIMITED** a company registered in England with company number 03245653 whose registered office is at Sherlock House, 73 Baker Street, London W1U 6RD acting by its administrators, **PETER SCHOLLY DUNN** and **SIMON ROBERT THOMAS** ("the Administrators" which expression shall include either or both of them) both of Tenon Recovery, Sherlock House aforesaid ("the Vendor");
- (2) **PIERMOUNT LIMITED** a company registered in England with company number 4431104 whose registered office is at 2nd floor, 207 High Street, Orpington, Kent BR6 0PF ("the Purchaser").

WHEREAS:-

- (A) The Administrators were appointed administrators of the Vendor on 27th September 2001;
- (B) The Administrators, acting as agent of the Vendor, entered into the Sale Agreement with Planning Objects Limited ("Planning Objects"). As security for the deferred element of the consideration payable under the Sale Agreement, Planning Objects granted the Debenture to the Vendor;
- (C) Planning Objects is now in breach of the terms of both the Debenture and the Sale Agreement. The Administrators have therefore decided to exercise the Vendor's power of sale under the Debenture and to sell the Charged Assets to the Purchaser.

NOW IT IS HEREBY AGREED as follows:-

1. DEFINITIONS AND INTERPRETATION

- 1.1. Throughout this Agreement including the Schedules the following words and phrases shall have the following meanings:-

"Charged Assets"	the assets charged to the administrators by Planning Objects pursuant to the Debenture which for the avoidance of doubt shall include all present and future Intellectual Property Rights (as defined in the Deed of Variation);
"Completion"	completion of the sale and purchase of the Charged Assets in accordance with Clause 4;
"Consideration"	the consideration payable hereunder in accordance with clause 3 hereof;
"Debenture"	the Debenture granted by Planning Objects to the Vendor and dated 28th September 2001 as amended by the Deed of Variation;
"Deed of Variation"	a deed of variation dated ... October 2001 entered into between the Vendor and Planning Objects Limited;
"Sale Agreement"	an agreement between the Vendor and Planning

Objects to sell the business and assets of the Vendor to Planning Objects dated 28th September 2001;

"Transfer Date"

commencement of business on the date of this Agreement;

- 1.2. Words and phrases defined in the Companies Act 1985 (as amended by the Companies Act 1989), the Insolvency Act 1986 and the Insolvency Rules 1986 (as amended) shall bear the same meanings in this Agreement except as expressly defined in this Clause 1.

2. SALE

- 2.1. In exercise of its power of sale contained in the Debenture and in consideration of the Consideration (receipt of which is hereby acknowledged) the Vendor HEREBY ASSIGNS to the Purchaser the Charged Assets at the Transfer Date upon the terms and conditions set out in this Deed.
- 2.2. There shall be excluded from the sale effected by this Agreement any other asset or right not included in Clause 2.1.
- 2.3. Following Completion the Vendor shall not object to the use of the trading "Brixx" by the Purchaser. For the avoidance of doubt nothing herein shall purport to transfer the name "Brixx" to the Purchaser and neither the Vendor nor the Administrators make any representation whatsoever in relation to the ownership of the name "Brixx".

3. CONSIDERATION

- 3.1. The Consideration for the transfer in clause 2.1 above is [REDACTED]
- 3.2. The Consideration shall be paid on Completion together with any VAT that may be payable. All amounts expressed in this Agreement as being payable by the Purchaser are expressed exclusive of any VAT which may be chargeable thereon. The Purchaser will pay any VAT which may be chargeable.
- 3.3. All sums payable by the Purchaser shall be by transfer of cleared funds or by banker's draft in favour of the Vendor drawn on a London clearing bank.

4. COMPLETION

- 4.1. Completion shall take place immediately on the execution hereof and shall be effective from the Transfer Date.
- 4.2. On completion:-
- 4.2.1. possession of the Charged Assets shall be given to the Purchaser subject to any third party rights (including without limitation all rights of distress);
- 4.2.2. title in the Charged Assets shall pass (by physical delivery where appropriate and wherever they may be) to the Purchaser; and

4.2.3. the consideration payable under Clause 3 shall be paid to the Administrators.

5. EXCLUSION OF WARRANTIES

- 5.1. The Vendor sells as mortgagee under its statutory power of sale under section 101 of the Law of Property Act 1925 as amended by clause 6.1 of the Debenture.
- 5.2. It is agreed that the exclusions relating to the sale of the Charged Assets which are set out in Schedule 1 shall take effect as if set out in full in this Clause 5;
- 5.3. For the avoidance of doubt it is hereby declared that in the negotiation execution and implementation of this Agreement the Administrators were and shall be at all times acting only as agents of the Vendor in its capacity as mortgagee. The Administrators shall not be personally liable under this Agreement or under any deed or other document executed in consequence of this Agreement or on or under any associated or collateral agreement or arrangement and the Administrators are a party to this Agreement only for the purpose of receiving the benefit of this declaration and any other covenants in their favour.

6. EMPLOYEES

- 6.1. The parties hereto do not believe that this Agreement shall take effect to effect any transfer of employment by virtue of the Transfer of Undertaking (Protection of Employment) Regulations 1981 which shall not apply;
- 6.2. In any case in which the Purchaser assumes or is held to assume any liabilities to the Vendor's employees or former employees such liability shall be borne by the Purchaser at its expense.
- 6.3. No recourse shall in any event be had or be claimed against the Vendor or the Administrators or by way of an expense of the administration in respect of liabilities or obligations which arise under or out of the effect of the Transfer of Undertakings (Protection of Employment) Regulations 1981 or out of the employment or former employment of any of the Vendor's employees or former employees.

7. NOTICES

- 7.1. Any notice to be given under this Agreement shall be given in writing signed by or on behalf of the party giving it and shall be irrevocable without the written consent of the party on whom it is served.
- 7.2. Any such notice may only be served:-
- 7.2.1. personally by giving it to an individual who is a party or to any director or the secretary of any company which is a party or in the case of the Vendor to one of the Administrators; or
- 7.2.2. by leaving it at or sending it by prepaid first class letter through the post to the address of the party to be served which is set out in this Agreement or if another address in England shall have been notified by that party to all the other parties for the purposes of this clause by notice given in accordance with this clause then to the address of such party which shall

have been so notified for which purpose the latest notification shall supersede all previous notifications.

7.3. Notices shall be deemed served as follows:-

- 7.3.1. in the case of personal service at the time of such service;
- 7.3.2. in the case of leaving the notice at the relevant address at the time of leaving it there;
- 7.3.3. in the case of service by post on the second Business Day following the day on which it was posted and in providing such service it shall be sufficient to prove that the notice was properly addressed stamped and posted in the United Kingdom.

8. GENERAL

- 8.1. This Deed shall as to any of its provisions remaining to be performed or capable of having effect following Completion remain in full force and effect notwithstanding Completion.
- 8.2. This Deed shall be construed and governed according to English Law and the parties agree to submit to the non-exclusive jurisdiction of the English courts.
- 8.3. The parties agree and declare that this Deed and all agreements entered into under this Deed constitute the entire agreement between them concerning the subject matter of this Deed and supersedes all earlier meetings discussions letters and arrangements of whatever kind.
- 8.4. In the event of any default by the Purchaser in paying any monies due under this Agreement to the Administrators the Purchaser shall pay interest thereon at the rate of 5% above the base rate for the time being of Barclays Bank plc calculated on a daily basis from the date of default until all such monies have been paid in full together with all interest thereon.
- 8.5. The benefit of this Agreement may not be sold assigned charged or otherwise dealt with by the Purchaser without the Administrators' consent.
- 8.6. This Agreement may be executed in any number of counterparts and by the parties on separate counterparts but shall not be effective until each party has executed at least one counterpart. Each counterpart when executed shall be an original of this Agreement and all counterparts shall together constitute one instrument.

9. RIGHTS OF THIRD PARTIES

- 9.1. No person not party to the Agreement shall have any right to enforce any term of this Agreement and the provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed.

10. CERTIFICATE OF VALUE

It is certified that the transaction effected under this Agreement does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value exceeds £60,000.

IN WITNESS of which the parties hereto have executed this agreement as a deed on the date written above

EXECUTED AS A DEED for and on behalf
of the Administrators by one of them
without personal liability
in the presence of:-

Witness Name:

S. KADW

Witness Address:

54 QUEEN STREET

HENRY ON THAMES

Witness Occupation:

CONSULTANT

EXECUTED AS A DEED by the Purchaser
acting by two directors or by a director
and the secretary

Administrator

Director

Director/Secretary

11 NEWCHANN LTD

IN WITNESS of which the parties hereto have executed this agreement as a deed on the date written above

EXECUTED AS A DEED for and on behalf
of the Administrators by one of them
without personal liability
in the presence of:-

Witness Name:

Witness Address:

Witness Occupation:

[Signature]

85 Prince

73 BAKER ST W1

Insurance Representative

[Signature]

Administrator

EXECUTED AS A DEED by the Purchaser
acting by two directors or by a director
and the secretary

Director

Director/Secretary

SCHEDULE 1EXCLUSION OF WARRANTIES

1. All representations warranties and conditions express or implied and whether statutory or otherwise are expressly excluded upon and in relation to the sale of the Charged Assets. Without limiting those general words of exclusion there are excluded in particular warranties and conditions as to title quiet possession merchantable quality fitness for any purpose and as to description either as regards the Charged Assets or any asset the use of which the Purchaser may be permitted by this Agreement.
2. The Charged Assets are sold in their present state and condition and whereabouts and subject to all faults and to any extant lien distraint execution or detention or claims of third parties over them or in respect of their use the cost of discharging or compromising any or all of which shall be for the account of the Purchaser.
3. The Purchaser acknowledges and agrees that it has satisfied itself as to the state condition and whereabouts of the Charged Assets and as to their fitness for such purpose or purposes as the Purchaser may intend to use them and as to their correspondence with any description given or to be implied. It is accepted that no reliance has been placed in this regard on any statement or silence of any person whatsoever including the Vendor or the Administrators.
4. Any claim of the Purchaser or of any person claiming through it against the assets of the Vendor shall not take effect otherwise than as a claim by way of pro rata distribution among creditors of equal rank.
5. It is agreed by the parties that the provisions of this Agreement in particular those in this Schedule 1 are fair and reasonable in the circumstances of the Insolvency of the Vendor and accord with normal practice in administration sales. This is the case since:
 - (1) the Purchaser has had an opportunity to inspect and investigate the Charged Assets;
 - (2) the Purchaser is aware of the need to rely on that opportunity by reason of the absence of warranties;
 - (3) the Vendor is insolvent and faces the constraints of selling necessarily imposed on it in those circumstances;
 - (4) the sale of the Vendor's assets is being effected by a chargee under its statutory power of sale;
 - (5) the knowledge of the Vendor's business and of the Charged Assets available to the Administrators and their partners staff and advisers is necessarily limited.
6. The Purchaser accepts and agrees that it shall be its responsibility at its expense to apply for and obtain all necessary or appropriate licences protection orders consents permits and rights to use or have the benefit of the Charged Assets and each of them.
7. Neither the Vendor nor the Administrators shall incur any liability to the Purchaser by reason of any act or omission or negligence or default of any officer or

employee that expression including anyone working under a contract for services as well as of service of the Vendor whose services may be made available to the Purchaser on a sub-contract basis from time to time.

8. Nothing in this Agreement is to require the Vendor or the Administrators to discharge in whole or in part any liability of the Vendor outstanding at the time of the Administrators' appointment.
9. For the avoidance of doubt the Purchaser agrees that in the event that it does not receive title or unencumbered title to all or any of the Charged Assets the Purchaser shall not be entitled to rescind or avoid this Agreement in any way and in particular but without limitation the Consideration paid by the Purchaser shall be unaffected.
10. Nothing in this Agreement shall operate to restrict or affect in any way any right of the Administrators to an indemnity or to a lien whether under Sections 34 37 and 234 of the Insolvency Act 1986 or otherwise.

DATED ^{DO NOT DATE} **FEBRUARY 2002**

BRIXX LIMITED

- and -

THE ADMINISTRATORS

- and -

PLANNING OBJECTS LIMITED

DEED OF VARIATION

**In respect of the Agreement for the Sale of the Business
and Assets of Brixx Limited dated 28 September 2001**

Morrison & Foerster MNP
21 Garlick Hill
London
EC4V 2AU
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DEED OF VARIATION

THIS DEED is made on ~~DO NOT DATE~~ FEBRUARY 2002.

BETWEEN:

- (1) **BRIXX LIMITED** (company number 3245653) whose registered office is at 61 Woodside Road, New Malden, Surrey KT3 3AW (the "**Vendor**") acting by its Administrators (as defined below);
- (2) **PETER SCHOLEY DUNN** and **SIMON ROBERT THOMAS**, Insolvency Practitioners of Tenon Recovery Plc, Sherlock House, 73 Baker Street, London W1U 6RD (the "**Administrators**"); and
- (3) **PLANNING OBJECTS LIMITED** (company number 4211769) whose registered office is at 39 Skylark Meadows, Fareham, Hants PO15 6TJ (the "**Purchaser**").

RECITALS:

- (A) The Administrators were appointed administrators of the Vendor on 27 September 2001 pursuant to an Order of the High Court.
- (B) The Vendor agreed to sell its business and certain assets used in its business to the Purchaser pursuant to the terms of a sale and purchase agreement dated 28 September 2001 and entered into by (1) the Vendor, (2) the Administrators and (3) the Purchaser (the "**Sale Agreement**").
- (C) The Sale Agreement included a definition of "Intellectual Property Rights" but did not include such assets in the description of the assets to be transferred from the Vendor to the Purchaser.
- (D) The parties hereto now wish to amend and vary the terms of the Sale Agreement in the manner set out herein to transfer the intellectual property rights of the Vendor to the Purchaser together with the other transferred assets described therein.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Terms and expressions defined in the Sale Agreement shall have the same meaning in this Deed, save where the context requires otherwise.

1.2 Interpretation

In this Deed:

- 1.2.1 references to the parties or a party are references to the parties or a party to this Deed;
 - 1.2.2 headings are inserted for convenience only and shall not affect the construction of this Deed;
 - 1.2.3 words importing the singular include the plural and vice versa, and words importing a gender shall include all genders.
- 1.3 In the case of any conflict or ambiguity between the terms of this Deed and the Sale Agreement, this Deed shall prevail.

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2. AMENDMENTS TO SALE AGREEMENT

2.1 In consideration of the sum of £1 (the receipt and sufficiency of which is hereby confirmed and agreed by the Vendor) the parties hereby agree to vary and amend the terms of the Sale Agreement in the following manner:

2.1.1 the definition of "Transferred Assets" shall be extended to include a reference to the Intellectual Property Rights as follows:

- "Transferred Assets"
- (1) the Goodwill
 - (2) the Stocks;
 - (3) the Sale Contracts;
 - (4) the Purchase Contracts;
 - (5) Office Furniture & Equipment;
 - (6) the Company Records; and the Software; and
 - (7) the Intellectual Property Rights.

It excludes the Retained Assets and any asset the transfer, surrender, disposal or dealing of or with which, or any part of or interest in which, would or might cause or occasion a breach of any third party right, or be otherwise contrary to any relevant law"

2.1.2 the description and apportionment of the consideration in Clause 3(1) shall be amended as follows:

"The consideration for the sale is [REDACTED] payable in accordance with the terms of sub-clause (2) below and which shall be apportioned as follows:

Office Furniture and Equipment
Stocks, Sale Contracts and Purchase Contracts
Goodwill and Software
Intellectual Property Rights

[REDACTED]

2.1.3 the description of how the consideration should be paid in Clause 3(2) shall be amended by the addition of a new paragraph (aa) as follows:

"The consideration shall be paid as follows:

- (aa) the sum of £1 in respect of the Intellectual Property Rights shall be payable on such date agreed between the parties
- (a) the sum of £10,000 shall be payable on completion
 - (b) the balance of £400,000 shall be paid[etc]"

2.2 The Sale Agreement, as amended and varied hereby, shall be legally binding in its modified form with effect from 28 September 2001.

2.3 Save as varied by this Deed, the terms of the Sale Agreement shall remain in full force and effect notwithstanding the execution of this Deed.

3. EXCLUSION OF PERSONAL LIABILITY

3.1 For the avoidance of doubt, it is hereby declared that in the negotiation, execution and implementation of this Deed and the Sale Agreement, the Administrators were and shall be at all times acting only as agents for the Vendor. The

Administrators shall not be personally liable under this Agreement or on or under any associated or collateral agreement or arrangement and the Administrators are a party to this Agreement only for the purpose of receiving the benefit of this declaration and any other covenants in their favour.

4. GENERAL PROVISIONS

4.1 Successors and Assigns

This Deed and the Sale Agreement (as rectified hereby) shall be binding upon and shall inure to the benefit of any successors or assigns of the parties hereto and thereto.

4.2 Whole agreement

This Deed, the Sale Agreement and the other documents delivered pursuant thereto contain the whole agreement and understanding between the parties relating to the subject matter of the Sale Agreement and supercedes any previous written or oral agreement between the parties in relation to the matters dealt with the Sale Agreement.

4.3 Invalidity and Severability

If any provision in this Deed shall be held to be invalid, illegal or unenforceable, in whole or in part, under any enactment or rule of law, such provision or part shall to that extent be deemed not to form part of this Deed, but the legality, validity and enforceability of the remainder of this Deed shall not be affected. The parties shall negotiate in good faith to agree the terms of a mutually acceptable provision to be substituted for the invalid, illegal or unenforceable provision which, as nearly as possible, gives effect to the intentions of the parties.

4.4 Variation

No variation of this Deed shall be effective unless in writing and signed by a duly authorised representative of each of the parties.

4.5 Further assurance

At any time after the date of this Deed each party shall, to the extent that it is reasonably able to do so, and shall use all reasonable endeavours to procure that any necessary third party shall, at the cost of the relevant party execute all documents and do all acts and things as may be reasonably required for the purpose of giving full effect to all the provisions of this Deed.

4.6 Contract (Rights Of Third Parties) Act

A third party who is not a party to this Deed has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this Deed but this does not affect any right or remedy of a third party which exists or is available apart from the Act.

4.7 Counterparts

This Deed may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any party may enter into this Deed by executing any such counterpart.

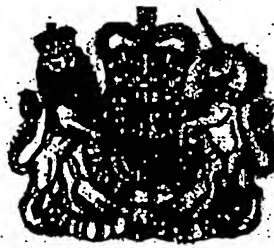
4.8 Costs

The parties shall pay their own costs and expenses in relation to the preparation, execution and carrying into effect of this Deed.

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RECORDED: 04/01/2002

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**CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME**

Company No. 4481104

The Registrar of Companies for England and Wales hereby certifies that

PIERMOUNT LIMITED

having by special resolution changed its name, is now incorporated
under the name of

BRIXX TECHNOLOGIES LIMITED

Given at Companies House, London, the 11th June 2002

Sandra Dujardin

SANDRADUJARDIN

For The Registrar Of Companies



C O M P A N I E S H O U S E